

Terry



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: PCT Services, Inc.

File: B-240597

Date: November 23, 1990

Thomas E. Abernathy, IV, Esq., Smith, Currie & Hancock, for the protester.

Lenton Swint, Jr., for M&S Cleaning Service, Inc., an interested party.

Dennis A. Walker, Esq., Department of the Air Force, for the agency.

Anne B. Perry, Esq., and John F. Mitchell, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Where solicitation for custodial services provided that offers from other than incumbent contractor would be evaluated for award by adding orientation costs for a period beginning July 1, or date of award, whichever is later, through July 31, contracting agency reasonably included in the evaluation of protester's proposed price the cost of 8 days of orientation where contract was awarded on July 23, and protester was not the incumbent contractor.

DECISION

PCT Services, Inc. protests the award of a contract to M&S Cleaning Service, Inc. under request for proposals (RFP) No. F09650-90-R-0134, issued by the Department of the Air Force for custodial services for the Avionics Center at Warner Robins Air Force Base, Georgia. PCT contends that it would be the low offeror in line for award had proposal prices been properly evaluated.^{1/}

^{1/} In its comments to the agency report, the protester states that "While several issues were raised in the protest and responded to in the Agency Report, there is essentially only one issue as follows: Protest Issue: Which was the Lowest Priced Proposal?" In addition to the above statement the protester did not rebut the agency's responses to the other issues. We therefore consider it to have abandoned these

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We deny the protest.

The solicitation, issued as a total small disadvantaged business set-aside on May 15, 1990, sought to acquire custodial services for a period of 10 months. Award was to be made to the low-priced, technically acceptable offeror.

The RFP included the following special contract requirement:

"To ensure a smooth transition in the change of work effort from the current contract, the Contractor shall begin the orientation as required by line item 0001 Section 'B.' The purpose of the orientation is to:

- (1) Observe work accomplished by current employees.
- (2) Become thoroughly familiar with work requirements and work procedures.
- (3) Complete personnel requirements (work force) including the hiring of personnel to assure satisfactory performance beginning on the contract start date.
- (4) Obtain security clearances, if required.
- (5) Complete training requirements and accomplish necessary training of contractor employees.
- (6) Complete the development of necessary work plans/procedures.
- (7) Complete the development of quality control plans and procedures.
- (8) Become thoroughly familiar with the computation method for withholding payments resulting from deficiencies exceeding the number allowed by the PWS."

Line item [LI] 0001, Section B, is for an "Orientation Period in accordance with" this special contract provision. The RFP

1/(...continued)
issues. See Joint Venture of Diversified Turnkey Constr., Co. & Holmes & Narver Constructors, Inc., B-239831; B-239831.2, September 18, 1990, 90-2 CPD ¶ ____.

states that "Should award go to the incumbent contractor, LI 0001 will be reserved." This line item then provides an estimated 31 days of orientation for new contractors, and states that orientation will last from a period beginning July 1, 1990, or the date of award, whichever is later, through July 31, 1990. (Emphasis added.) Unit ("days") and extended prices for this item were requested.

Of the offers received, both PCT and the incumbent contractor, M&S, were determined to be technically acceptable, and based on M&S's lower evaluated price of \$457,059.10, the agency awarded it the contract on July 23. PCT's evaluated price included 8 days of orientation, since award was made on July 23, and totaled \$458,834.30. PCT filed a protest in our Office on July 27, challenging the award to M&S on the grounds that PCT's price was in fact lower than that of M&S when properly calculated.

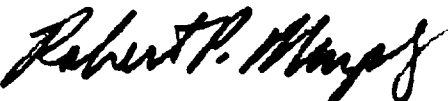
The difference between these two offerors' evaluated prices is only \$1,775.20, and includes the assessment against PCT as a non-incumbent of 8 days of orientation at its offered price of \$750 per day. It is obvious that a slight difference in the number of orientation days assessed against PCT's proposal in the price evaluation could change the outcome of the competition. PCT contends that the number of orientation days to be included in a non-incumbent's price should have been calculated from the date of the pre-performance conference and not from the date of award, since the RFP stated that such a conference would have to occur before any work could be commenced under the contract. PCT argues that work to be performed during the orientation period is work "under the contract," and as such could not be commenced until after the pre-performance conference. The pre-performance conference was held on July 25, only 4 workdays before July 31, since the incumbent does not work on Saturday and Sunday. PCT notes that if only 4 days of orientation costs are assessed against its price proposal then it is the lowest offeror and presumably entitled to award.

We disagree with PCT's analysis. When a dispute exists as to the actual meaning of a solicitation provision, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all provisions of the solicitation; to be reasonable, an interpretation must be consistent with such a reading. Accudyne Corp., 69 Comp. Gen. 379 (1990), 90-1 CPD ¶ 356. As discussed above, the solicitation clearly provided that the orientation period would begin on July 1, or the date of contract award, whichever was later. Since the contract was awarded on July 23, the agency correctly added 8 days of orientation costs to PCT's proposal. Further, some of the tasks to be completed during orientation could very well be accomplished

not only before the pre-performance conference, but also, during the weekend. For example, PCT could complete its hiring of personnel and training requirements, as well as complete the development of the necessary work plans, to name a few. PCT's interpretation of the correct calculation method for the orientation period is simply at odds with the plain meaning of the solicitation language and, as such, is unreasonable.

Since the agency properly assessed the costs of 8 days of orientation against PCT's price proposal, we have no reason to disturb the award to M&S as the low-priced offeror.

The protest is denied.


for James F. Hinchman
General Counsel